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**AMENDMENT TO PAID UP OIL AND GAS LEASE**

STATE OF TEXAS        }  
                                  }  
COUNTY OF TARRANT    }

KNOW ALL MEN BY THESE PRESENTS:

FILED  
TARRANT COUNTY TEXAS  
08 MAR 13 PM 1:37  
SUZANNE HENDERSON  
COUNTY CLERK

WHEREAS, a certain PAID UP OIL AND GAS LEASE dated November 15, 2004, was executed by and between SKYVUE CORPORATION, a Texas corporation, as Lessor, and Carrizo Oil & Gas, Inc., as Lessee, a Memorandum of PAID UP OIL AND GAS LEASE of said lease is recorded as D204389346, dated November 15, 2004, and filed December 17, 2004, in the Official Public Records of Tarrant County, Texas, with the following being PARAGRAPH 16 (c) of said lease:

{16} c) It is hereby agreed and understood that Lessee shall have the right to designate one (1) three (3) acre drill site so as to allow lessee to have a legal location of at least 330 feet from any lease line. Said three (3) acre drill site shall be located entirely within the 18.289 acre tract of land as shown on the plat attached hereto as page four (4) of this Exhibit "A-2" and further described by metes and bounds in that certain Deed recorded in Volume 2598, Page 517 of the Records of Tarrant County, Texas. For illustrative purposes only, the cross-hatched areas on said plat represent two (2) potential locations for the drill site mentioned herein, however Lessee may designate the drill site anywhere within the above mentioned 18.289 acre tract. Lessee shall have the right to drill under, or through produce from and to inject substances into the subsurface of the land covered by this lease, from wells located in the areas described above or from lands pooled therewith. All drilling operations conducted on the lease premises shall be confined to the one (1) three (3) acre drill site, and that ingress, egress and pipeline locations shall be on or along the road described in paragraph D below and on the 18.289 acre tract of land. After the initial well is drilled on a drill site and completion finished, Lessee agrees to reduce the well pad site from 3 acres to 1 acre, fenced, with the understanding that Lessee shall have the right for re-work of re-frac to use the full 3 acre pad site on a temporary basis, from time to time. After temporary use is completed, Lessee agrees to restore the surface as it was before the re-work.

WHEREAS, the parties to said lease now desire to amend PARAGRAPH 16 (c) as hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration in hand paid to the undersigned by Carrizo Oil & Gas, Inc., the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby amend the above described lease by amending PARAGRAPH 16 (c) therein contained:

{16} c) It is hereby agreed and understood that Lessee shall have the right to designate one (1) three (3) acre drill site so as to allow lessee to have a legal location of at least 330 feet from any lease line. Said three (3) acre drill site shall be located entirely within the 18.289 acre tract of land as shown on the plat attached hereto as page four (4) of this Exhibit "A-2" and further described by metes and bounds as Tract 2 in that certain Deed recorded in Volume 12626, Page 1408 of the Official Public Records of Tarrant County, Texas. For illustrative purposes only, the cross-hatched areas on said plat represent two (2) potential locations for the drill site mentioned herein, however Lessee may designate the drill site anywhere within the above mentioned 18.289 acre tract. Lessee shall have the right to drill under, or through produce from and to inject substances into the subsurface of the land covered by this lease, from wells located in the areas described above or from lands pooled

therewith. All drilling operations conducted on the lease premises shall be confined to the one (1) three (3) acre drill site, and that ingress, egress and pipeline locations shall be on or along the road described in paragraph D below and on the 18.289 acre tract of land. After the initial well is drilled on a drill site and completion finished, Lessee agrees to reduce the well pad site from 3 acres to 1 acre, fenced, with the understanding that Lessee shall have the right for re-work of re-frac to use the full 3 acre pad site on a temporary basis, from time to time. After temporary use is completed, Lessee agrees to restore the surface as it was before the re-work.

IT is understood and agreed by all parties hereto that the amended PARAGRAPH 16 (c) contained herein shall supersede any art of PARAGRAPH 16 (c) to the contrary in the lease described herein; however, in all other respects, the lease and the prior provisions thereto; shall remain in full force and effect and the undersigned do hereby ratify and confirm the lease.

FURTHER, the provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns. This amendment is effective as of the date executed.

EXECUTED this the 7 day of May, 2008, but effective November 15, 2004.

SKYVUE CORPORATION, a Texas Corporation

By: Claud W. Estes III  
Claud W. Estes III, President

By: Daniel W. Estes  
Daniel W. Estes, Vice-President and Secretary

STATE OF TEXAS       }  
                                  }  
COUNTY OF TARRANT }



This instrument was acknowledged before me on this the 7 day of May, 2008 by Claud W. Estes III, as President and Daniel W. Estes, as Vice-President and Secretary of SKYVUE CORPORATION, a Texas Corporation, on behalf of said Corporation.

[Signature]  
Notary Public in and for the State of Texas

When Recorded Please Return To:

Webb, Shannon & Haas, LLC  
3221 Collinsworth St.  
Suite 240  
Fort Worth, Texas 76107

ATTN: Kevin L. Johnson

Amendment to Oil,  
Gas & Mineral Lease



WEBB, SHANNON & HAAS LLC  
3221 COLLINSWORTH ST  
#240

FT WORTH TX 76107

Submitter: WEBB, SHANNON & HAAS, HOUSTON

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 05/13/2008 01:40 PM  
Instrument #: D208176693  
LSE 3 PGS \$20.00

By: \_\_\_\_\_



**D208176693**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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